



**Nampa School District No. 131
Nutrition Services
Request for Proposals: Ware Washing
July 2018**

NOTE: The following instructions and specifications were developed specifically for this bid and may or may not be the same as or similar to previous or future solicitations for this type of service or commodity. Bidders are encouraged to fully examine these instructions and specifications in detail before submitting proposals.

General Proposal Conditions & Requirements

1. Proposals will be accepted until **2:00 pm Mountain time, August 6, 2018**. Proposals should be sent to:

Clerk of the Board
Nampa School District No. 131
619 South Canyon Street
Nampa, ID 83686

All proposals should be submitted in a sealed envelope or other container. Such envelope/container should be clearly marked "**Proposal: Nutrition Services Ware Washing.**" A cut-out label is provided for bidder convenience with this packet; bidder may or may not use this label at its own discretion. Proposals may also be submitted in person at the listed address. Bidders are encouraged to verify receipt by the District of submitted proposals, by registered mail, tracked delivery, direct confirmation, or some other means as chosen by the bidder.

Proposals may be withdrawn or amended prior to the due date and time, either in person or by written request. No proposal may be withdrawn after the declared time of opening.

2. Questions regarding the proposal requirements or processes should be submitted in writing either:

by email to:
bids@nsd131.org

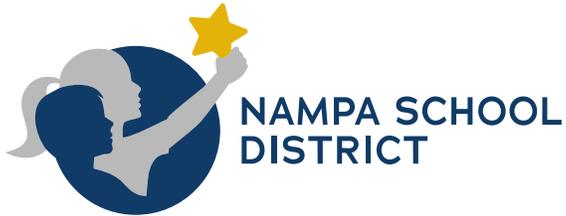
by mail to:
Nampa School District No. 131
619 South Canyon St.
Nampa, ID 83686
Attn: Scott Jacobsen

Any inquiry should be clearly labeled as pertaining to this Request for Proposal. Submitted inquiries and their answers will be posted as an addendum to the proposal specifications and may be found on the Nampa School District website at <https://goo.gl/YWGwyW>; bidders are encouraged to regularly check the website as notices of Addendum updates may not be provided.

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All questions must be received by the District no later than **5:00 pm Mountain time, July 31, 2018**. Questions submitted after this time cannot be considered.

3. In submitting a proposal, the bidder represents that it has read and understands the requirements herein, including applicable laws and regulations. The failure of any bidder to examine any form, addendum or other document shall in no way relieve the bidder from any obligations with respect to the proposal or any resulting agreement.
4. Proposal Pricing: Initial proposal prices are to be held firm from the proposal date through June 30, 2019.

All proposal prices are to be on a delivered basis, to the District site as specified on the purchase order. Respondent will assume all responsibility for the costs of necessary arrangements with freight companies or in replacing materials damaged in transit, to the satisfaction of the District.

All prices, including totals, must include any and all discounts. Prices should be stated in the units as specified in item descriptions. In the case of a discrepancy between the unit price and the extended price, the unit price will be considered correct.

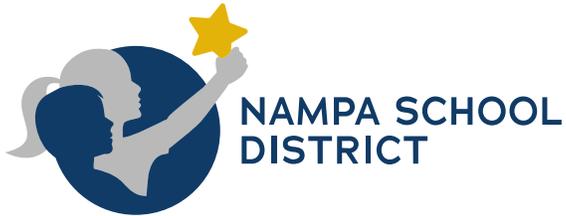
Any requirement by the respondent that certain weights, quantities, or other criteria must be met in order to qualify for proposal pricing will result in the disqualification of the proposal. Likewise, expiration dates or other constraints in conflict with proposal requirements will result in disqualification.

5. Product Standards: Where a brand name or particular product is specified, bidder may offer an equivalent alternative. The offered alternate product will be evaluated for equivalency by District nutrition personnel. Such evaluation will be conducted in accordance with generally accepted practices under USDA guidelines, including but not limited to, (a) paper screening, (b) appearance screening, and (c) taste and nutrition screening. Alternate product submissions should include a full description of the alternate (including ingredients, if applicable), a Nutrition Facts label, and enough sample product to allow adequate testing and evaluation. Such sample package must be provided to the Nutrition Services office no fewer than ten (10) business days prior to the bid due date. Submittal of alternative products and acceptance of offered alternatives for testing shall not be construed by the bidder as approval of the alternative. Bidder will be notified in as timely a fashion as possible of the acceptance or refusal of the offered alternative. Failure to satisfy these requirements shall be sufficient cause for rejection of the offered alternative.
6. Bid Results, Tabulation, and Award Posting: Bid tabulations and final award recommendations will be made available to any interested party, depending on the complexity of the bid, following Board action. The Board of Trustees holds regular meetings on the second Tuesday of each month. In accordance with District procedures, proposal recommendations may be presented for Board action at the next regularly scheduled meeting following bids evaluation. The complete award recommendation packet will be posted to the District website following such presentation and award approval. Bidders are encouraged to review the bid tabulations and recommendations as posted, and invited to contact the District office with related questions.
7. Bid Quantities: Quantities listed represent the best estimates of the various products required to support the District's Child Nutrition program. Actual purchase quantities may vary depending on internal changes,

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including but not limited to USDA commodity availability, student participation, quality refusal, and opportunity purchases. The District reserves the right to purchase more or less than the listed estimates.

8. Bidders should complete and return the Proposal Pricing Form and the Bidder Certification form included with this packet, as well as MSDS information for the proposed chemicals as requested in Proposal-Specific Conditions & Requirements Section 11. Bidders are asked to label the upper right corner of each returned page with their company name. Bids must be submitted in a sealed envelope or other container, marked with the bid name. A preprinted cutout label is provided at the end of this packet to assist with this requirement.
9. Proposal Delivery: Proposals may be submitted via any commonly accepted carrier or in person. Bidder shall bear the sole responsibility for delivery of its bid by the set time and at the appointed location. Bidders are encouraged to verify District receipt of their proposal.
10. Signatory Authority: All quotations and proposals must be signed in ink by an individual authorized to legally obligate the company or firm.
11. Bidder Certifications: In accordance with applicable laws or rules, winning bidders shall be subject to requirements of those participating in this bid, seeking to conduct business with Nampa School District Nutrition Services, or seeking to provide items paid for from federal funds. Bidder certification shall be required regarding:
 - Debarment & Suspension
 - Byrd Anti-Lobbying Amendment
 - Anti-Collusion
 - National Sex Offender Registry
 - Equal Employment Opportunity

A Bidder Certification Form is included with this specification packet, detailing these requirements. This form must be completed and returned with any submitted bid; failure to complete and return the Bidder Certification Form may constitute grounds for disqualification of an offered bid.

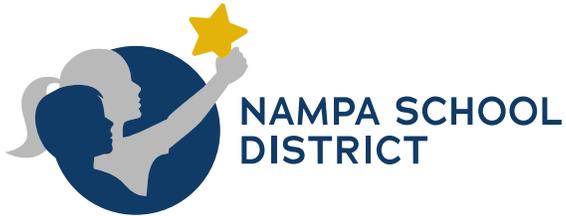
12. Addition of New Products After Award: Subsequent to the award of the contract, new items may be added to purchasing agreements, either at the request of a vendor or the District. Vendors may propose the inclusion of additional, “new” products only if such product is not already included in the same or similar form in the original bid item listing. Items new to a particular vendor but included in same or similar form will not be considered a new product under this clause, and will not be considered for addition to the purchasing agreement. New items proposed by any vendor will be subject to competitive bidding rules and other contract terms applicable to the category in which the new product is classified.

Should District opt to add items to its purchase contracts that were not included in the original bid listing, such items will be subject to competitive bidding rules. The contract terms of the bidding category in which the item would be classified will apply.

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District will screen new products prior to conducting any price solicitation, and reserves the right to accept or reject any new product proposed.

13. Substitutions of Awarded Products: An awarded vendor seeking to substitute a product for that for which the award was originally granted must seek and be granted prior approval of the District for provision of the substituted product. Approved substitution must be provided at or below the bid price of the substituted-for item. Any approval granted shall be effective for no more than two weeks from the date of approval. Vendor may request a second two-week substitution, either separately or to run consecutively with the original substitution. Should the original item remain non-fillable at the end of the second approved substitution period, the District shall have the right, at its own option, to:

- Re-award the item to the bidder offering the second-lowest price under the original bid, or
- Reopen the item to competitive bidding, with the new award effective for the length of the original bid term, or
- Purchase the item via open market purchasing,

whichever option is deemed to be in the best interest of the District.

14. Proposal evaluation will take into account:

- Cost per wash cycle
- Annual program cost
- Total program cost for the specified base term

15. Proposal Opening Attendance: All bidders are entitled and invited to attend the proposal opening, if so desired.

16. Taxes: Nampa School District is exempt from state and federal sales, use, and excise taxes; no taxes shall be included in any proposal price.

17. The Board of Trustees reserves the right to accept or reject any and/or all proposals and waive any formality if such action is deemed to be in the best interest of the District.

18. Purchase Order: The award of a proposal shall not constitute an order. Before shipments may be made, the vendor must receive a purchase order issued by the District. Shipments shall be made as specified on the order, and conforming to proposal specifications and instructions.

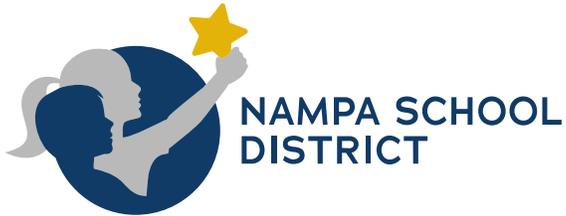
19. Public Record: All information and materials submitted in response to this proposal request shall become and be considered public record upon the opening of submitted proposals, and as such available for examination by interested parties upon the completion of the proposal award process.

20. Rebates and purchase reporting: Whereas Nampa School District Nutrition Services intends to pursue rebates available from manufacturers, distributors, and other sources in consideration of purchases supporting the School Nutrition Program, awarded vendors shall be required to report eligible purchases to the rebating agency, as directed by the District.

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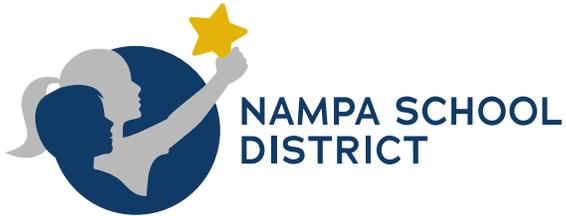
21. Any bidder may withdraw, amend, or replace its proposal at any time prior to the time set for proposal opening, in writing or in person. No proposal may be withdrawn after the set time of opening.
22. Product Deliveries: For deliveries to be accepted, a purchase order number must be listed on all ship tickets or invoices, a dock appointment made, and a confirmation call made with the delivery site supervisor one week in advance of the delivery
23. Gratuities: In the event that any gratuity or “kickback” is offered or tendered to any District employee or subcontractor as an inducement for award of a bid, request for proposal, subcontract, or order, the bidder’s proposal shall be disqualified and shall not be reinstated.
24. Indemnification/Hold Harmless: Bidder agrees to indemnify and hold harmless the District from all third party claims and costs, including attorney’s fees, incurred by the District in defending same to the extent such claims are based on a defect in a product or part thereof, supplies of such a part, or part hereof to conform.
25. Default: Should any bidder fail to enter into a contract with the District on the basis of the submitted bid by said bidder, or fail to perform under the supply agreement, bidder acknowledges that it shall be liable to the District for the difference between said bid price and the price actually paid by the District to secure the product from an alternative source. Failure to pay said amount to the District upon demand may result in the nullification of all or part of the supply agreement as well as disqualification from subsequent Nutrition Services bids for not less than one (1) year, after which time the bidder may request reinstatement.
26. The District reserves the right to cancel the agreement upon ninety days written notice for reasons of non-performance under the terms and conditions of the agreement or conditions beyond the control of the District, including but not limited to, inadequate funding, Force Majeure, and non-performance by the vendor as determined by the District. A sixty day “cure period” shall be in place to allow the vendor to remedy problems with performance.
27. Conflict of Interest: All bidders must disclose, with their bid, the name of any officer, director, or agent who is also an employee of Nampa School District No. 131. Further, all bidders must disclose the name of any District employee who has, directly or indirectly, an ownership interest in the bidding firm or any of its branches.
28. Buy American Provision: The William F. Goodling Child Nutrition Reauthorization Act of 1998 directs school food authorities to purchase domestic commodities and products to the maximum extent practicable. A “domestic commodity or product” is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. For listed bid items to which the Buy American Provision applies but non-domestic product is bid, the bidder should include an explanation supporting the use of non-domestic products.

Where domestic products subject to the Buy American Provision are awarded but the awarded bidder seeks to supply non-domestic product, the vendor must seek preauthorization from Nampa School District Nutrition Services for such items, including an explanation supporting the change of product. The District reserves the right to research all such requests and approve or refuse the application for alternative products, and to seek

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Provision-compliant supply otherwise. Awarded bidders who fail to perform under the supply agreement as stipulated under Buy American requirements shall be considered in default of the agreement and subject to penalties under default rules as specified herein.

29. Protests: Participating bidders may object to a proposal award, per the requirements of Title 67, Chapter 28, Idaho code.

A bidder who wishes to object to a proposal award must do so within seven (7) calendar days of the posting of the award. This objection should be submitted, in writing, to the District's coordinating party as listed in the publicly posted proposal documents. The objection must set forth the express reason(s) for the objection and why the award has been made in error. Upon receipt of a proper objection, the governing party for the proposal in question will stay its award decision and any procurement under the award until it has addressed the particular objection(s) submitted.

The governing party shall review its decision and will determine to (1) affirm the award, (2) modify the award, or (3) repeat the proposal process, setting aside its award, and will set forth the reasons therefor. After completion of the review process, the District may proceed as it deems in the best interest of the District.

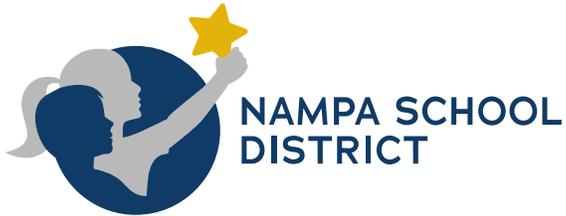
For the purpose of proposal objections, the governing party shall be whatever person or group is duly empowered and qualified to make an award, under procurement laws and guidelines set forth by the State of Idaho for political subdivision purchasing and Nampa School District purchasing rules.

30. Idaho code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. In submitting a proposal, the bidder certifies that it shall not allow persons subject to this rule to participate in company business that would require them to be on school property, as stated under the code. Bidder further accepts responsibility for cross checking such employees against the National Sex Offender Registry.
31. Non-Appropriation: The multi-year agreement contemplated under this request shall be subject to non-appropriation rules under Idaho state law. In an event of non-appropriation of funds for the services awarded under any agreement stemming from this request, the District shall have the right to terminate the agreement without penalty. This right to terminate for non-appropriation shall apply to any extension of or adjustment to the agreement made pursuant to the award of the original agreement.

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Proposal-Specific Conditions & Requirements

1. Nampa School District seeks a qualified vendor to supply its ware washing needs at all District school kitchen sites, including chemical dispensing equipment, chemicals, materials, and labor necessary for a fully vendor-managed ware washing program. The ware washing program proposal should include dishwasher detergent and dishwasher rinse aid for use in District commercial dishwashing machines and quaternary type (non-bleach) sanitizer solution for use in a three-compartment sink. Dispensing equipment for use in the three-compartment sink must be compatible with Dawn one-gallon dishwashing soap in use by the District under pre-existing agreements. Vendor must also supply appropriate quaternary test strips to support regular sanitizing solution monitoring by Nutrition Services staff.
2. The District seeks an initial agreement spanning three years, with an expiration date of June 30, 2021. The District will hold the option to extend the contract for up to two (2) additional one (1)-year terms
3. The vendor shall furnish all chemicals necessary to ware washing at individual school sites. Vendor will be expected to maintain adequate inventory on such sites so as to guard against a stock out of any chemical and operational difficulties that would result. Vendor should also maintain adequate safety stock at its own facility and/or manage its own supply chain to further guard against stock outs as well as support speedy replacement of chemicals at school sites. Bidding vendors should not expect to store ware washing supplies at the District Nutrition Warehouse.
4. The vendor shall be responsible for furnishing and maintaining equipment necessary to the dispensing of ware washing materials; the cost of all such equipment, materials, and labor is to be included fully in the proposal pricing.
5. The vendor shall conduct twice-annual tests of dispensing equipment to ensure proper function and dispensing of ware washing chemicals, with inspection and test reports submitted to Nutrition Services upon completion. These tests will be scheduled with the Nutrition Services office.
6. The vendor must include in its proposal price the installation cost of all necessary ware washing equipment and related accessories as well as installation labor.
7. Vendor shall be responsible for the prompt and timely replacement of any equipment that becomes damaged, inoperable, obsolete, or unusable for any reason for the purpose intended.
8. Vendor shall be responsible for the removal of all ware washing equipment upon the end of the contract, except in the event of contract extension as allowed herein or upon successful award of a subsequent, separate contract following the completion of the contract sought herein. Nampa School District will not be held responsible for damage to any equipment the vendor fails to remove in timely fashion at any District site, following the completion of the ware washing contract.
9. Contract pricing annual increase: Pricing under the initial proposal shall be held firm through June 30, 2019. Agreement pricing in years two and three may increase by a predetermined percentage, as offered in the proposal and accepted by the District. Vendor should include in its proposal an annual price increase percentage

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as provided on the Proposal Pricing Form. Such subsequent increases shall be effective for the period July 1 of the then-current year through June 30 of the following year.

10. **MSDS & Labeling:** Vendor shall provide Material Safety Data Sheets (MSDS) for all chemicals and other materials in use under the agreement for which an MSDS is available. Such sheets should be provided to the kitchen manager at each site as well as to the Nutrition Services office. Vendor will be responsible for updating MSDS information as made necessary by changes to the particular chemicals and materials in use. Initially-provided MSDS sets must be in place prior to the onset of equipment and chemical use at any respective school site. Vendor shall ensure all containers and equipment have proper OSHA- and foodservice-compliant labeling.

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NAMPA SCHOOL DISTRICT

Bidder Certification Form

1. **Debarment and Suspension**—In submitting this bid proposal, we certify our company is not currently debarred, suspended, or otherwise excluded from federal procurement actions by any federal agency. We further understand that that if information contrary to this certification comes available that such information may be grounds for disqualification from bidding, non-award, or nullification of a supply agreement.
2. **Byrd Anti-Lobbying Amendment**—In submitting this bid proposal, we certify our company will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
3. **Anti-Collusion**—In submitting this bid proposal, we certify this proposal was developed and prepared without any collusion with any competing bidder or District employee; the content of this bid proposal has not been disclosed to any competing or potentially competing bidder prior to the bid due date and time; and that no action has been taken to persuade any potential bidder to submit or withhold a bid.
4. **National Sex Offender Registry**--Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. In submitting this proposal, we certify that our company will not allow persons subject to this rule to participate in company business that would require them to be present on school property, as stated under the code. We further accept responsibility for cross checking such employees against the National Sex Offender Registry.
5. **Equal Employment Opportunity**—In submitting this bid proposal, bidder certifies it will, during the term of the contract, adhere to Equal Opportunity rules as prescribed in 41 CFR 60-1.4. Failure to do so may constitute grounds for disqualification from bidding, non-award, or nullification of a supply agreement.

Signed: _____

Printed Name & Title: _____

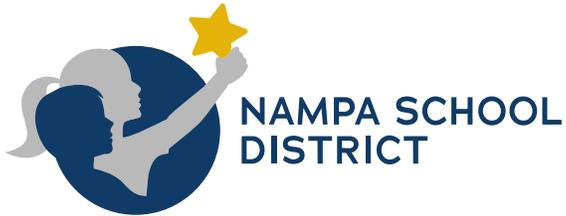
Company: _____

Date: _____

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USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the UDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AS-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html

and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

or

(2) Fax: (202) 690-7442

or

(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

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Nampa School District No. 131
Nutrition Services
Request for Proposals: Ware Washing
July 2018

Proposal Pricing Form

Bidder Name:

Dishwasher detergent cost	\$ _____	per _____	(container size)
Dishwasher rinse aid cost	\$ _____	per _____	(container size)
Quaternary sanitizer solution cost	\$ _____	per _____	(container size)

Quantity of chemical required per wash cycle <i>Please list unit of measure</i>	Dishwasher detergent	_____
	Dishwasher rinse aid	_____
	Quaternary sanitizer	_____

Cost per dishwasher load cycle \$ _____

Added cost, 2x annual inspection & testing, all sites \$ _____ Annual cost

Added cost, equipment installation \$ _____ One-time cost

**Added costs for testing/inspection and installation may be included in the price of offered chemicals or quoted separately, at the discretion of the bidder. If such costs are to be included with product costs above, please enter 0 or "included".*

Proposed annual agreement price increase _____ %

In submitting this proposal, bidder represents that it has read and understands the requirements as put forth, including applicable laws and regulations. The failure of any bidder to examine any form, addendum or other document shall in no way relieve the bidder from any obligations with respect to the proposal or any resulting agreement.

Authorized Signature _____

Printed Name _____

Title _____

Date _____